

CITY OF RICHFIELD, MINNESOTA

TUESDAY, MARCH 25, 2014

**RICHFIELD MUNICIPAL CENTER
6700 PORTLAND AVENUE**

SPECIAL CITY COUNCIL MEETING

BABCOCK ROOM

6:15 P.M.

AGENDA

Call to order

1. Interview of a person interested in serving on a City advisory commission
(Council Memo No. 34)

Notes: _____

Adjournment

SPECIAL CITY COUNCIL WORKSESSION

BARTHOLOMEW ROOM

6:30 P.M.

AGENDA

Call to order

1. Discussion regarding the Portland Avenue right-of-way impact (Council Memo No. 32)

Notes: _____

Adjournment

REGULAR CITY COUNCIL MEETING

COUNCIL CHAMBERS

7:00 P.M.

AGENDA

INTRODUCTORY PROCEEDINGS

Call to order

Open forum (15 minutes maximum)

Each speaker is to keep their comment period to three minutes to allow sufficient time for others. Comments are to be an opportunity to address the Council on items not on the agenda. Individuals who wish to address the Council must have registered prior to the meeting.

Notes: _____

Pledge of Allegiance

Approval of the minutes of the (1) Special City Council Meeting of March 11, 2014 and (2) Regular City Council Meeting of March 11, 2014

COUNCIL DISCUSSION

1. Council discussion
 - Hats Off to Hometown Hits

Notes: _____

AGENDA APPROVAL

2. Council approval of the agenda

CONSENT CALENDAR

3. **Consent Calendar contains several separate items, which are acted upon by the City Council in one motion. Once the Consent Calendar has been approved, the individual items and recommended actions have also been approved. No further Council action on these items is necessary. However, any Council Member may request that an item be removed from the Consent Calendar and placed on the regular agenda for Council discussion and action. All items listed on the Consent Calendar are recommended for approval.**
 - A. Consideration of the approval of a resolution allowing the City to enter into a Trailway Cooperative Agreement with the Three Rivers Park District S.R. No. 68
 - B. Consideration of the approval of the bid minutes/tabulation and the award of contract for the 2014 sidewalk, curb and gutter concrete repair to New Look Contracting, Inc. in the sum of \$900,827.50 and authorize the Public Works Director to approve additional contract work provided it does not exceed \$50,000 S.R. No. 69

Notes: _____

4. Consideration of item(s), if any, removed from Consent Calendar

Notes: _____

PUBLIC HEARINGS

5. Public hearing regarding the issuance of new on-sale intoxicating and Sunday liquor licenses, with the optional 2 a.m. closing, for El Tejaban Mexican Restaurant, LLC, d/b/a El Tejaban Mexican Grill, 6519 Nicollet Avenue

Notes: _____

6. Public hearing regarding the issuance of new on-sale intoxicating and Sunday liquor licenses for Lyn 65, LLC, d/b/a Lyn 65 Kitchen & Bar, 6409 Lyndale Avenue

Staff Report No. 71

Notes: _____

OTHER BUSINESS

7. Consideration of the Striping Plans converting Penn Avenue (from 67th Street to 75th Street) and Nicollet Avenue (from 67th Street to 76th Street) to three lanes as recommended by the Transportation Commission

Staff Report No. 72

Notes: _____

8. Consideration of an appointment to a City advisory commission

Staff Report No. 73

Notes: _____

CITY MANAGER'S REPORT

9. City Manager's Report

Notes: _____

10. Claims and payrolls

Open forum (additional 15 minutes if more time needed after first Open Forum and by majority vote of the City Council)

Each speaker is to keep their comment period to three minutes to allow sufficient time for others. Comments are to be an opportunity to address the Council on items not on the agenda. Individuals who wish to address the Council must have registered prior to the meeting.

Notes: _____

11. Adjournment

Auxiliary aids for individuals with disabilities are available upon request. Requests must be made at least 96 hours in advance to the City Clerk at 612-861-9738.

CITY OF RICHFIELD, MINNESOTA
Office of City Manager

March 20, 2014

Council Memorandum No. 34

The Honorable Mayor
and
Members of the City Council
City of Richfield

Subject: Advisory Commission Interview – Youth Member
(Agenda Item No. 1)

Council Members:

The Advisory Board of Health, Friendship City Commission and Human Rights Commission have youth members. Terms are effective upon appointment through August 31, 2014. However, the City Council may decide to extend the term to August 31, 2015.

The Human Rights Commission currently does not have any youth member vacancies. There is one youth member opening on the Friendship City Commission and one on the Advisory Board of Health.

The attached application was received.

The City Council is scheduled to interview the applicant on **Tuesday, March 25, 2014 at 6:15 p.m.** in the **Babcock Room**.

Approval of appointments is scheduled for the March 25, 2014 Regular City Council meeting.

Please contact me if you have any questions.

Respectfully submitted,



Steven E. Devich
City Manager

SLD:cak
Attachments
E-mail: Department Directors
Assistant City Manager

COMMISSION VACANCIES
YOUTH APPOINTMENTS

FRIENDSHIP CITY COMMISSION – 1 vacancy

_____ August 31, 2014

ADVISORY BOARD OF HEALTH – 1 vacancy

_____ August 31, 2014

The City Council may decide to extend these terms to 2015.

There are no youth term vacancies on the Human Rights Commission.

COMMISSION MEETING DAY/TIME

- *Advisory Board of Health* - meets third Monday, January through June, September and October at 6 p.m.
- *Friendship City Commission* - meets third Thursday of each month at 7 p.m.
- *Human Rights Commission* - meets first Tuesday of each month at 6:30 p.m.

CITY OF RICHFIELD, MINNESOTA
Office of City Manager

March 20, 2014

Council Memorandum No. 32
The Honorable Mayor
and
Members of the City Council

Subject: Portland Avenue Right-of-Way Impact Discussion
(Worksession Agenda Item No. 1)

Council Members:

The purpose of the upcoming worksession is for clear direction from the Council on elements of the **Portland Avenue reconstruction** project that involve **right-of-way (ROW) impacts**. To keep the project on schedule, the project consultant will need to begin final design of the roadway in the near future.

Please contact Mike Eastling, Public Works Director, at 612-861-9792 with questions.

Respectfully submitted,



Steven L. Devich
City Manager

SLD:jp

Email: Department Directors
Assistant City Manager



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Special City Council Meeting Advisory Board/Commission Applicant Interview

March 11, 2014

CALL TO ORDER

The meeting was called to order by Mayor Pro Tempore Sandahl at 6:45 p.m. in the Babcock Room.

ROLL CALL

MEMBERS PRESENT: Suzanne M. Sandahl, Mayor Pro Tempore; Pat Elliott, and Tom Fitzhenry.

MEMBERS ABSENT: Debbie Goettel, Mayor and Edwina Garcia.

INTERVIEW OF APPLICANTS

The City Council conducted an interview of the following applicant for appointment to a City Advisory Board and Commission:

Carolyn Engeldinger

ADJOURNMENT

The meeting was adjourned by unanimous consent at 6:50 p.m.

Date Approved: March 25, 2014.

Suzanne M. Sandahl
Mayor Pro Tempore

Theresa Schyma
Deputy City Clerk

Pam Dmytrenko
Acting City Manager



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Regular Meeting

March 11, 2014

CALL TO ORDER

The meeting was called to order by Mayor Pro Tempore Sandahl at 7:00 p.m.

ROLL CALL

Members Present: Suzanne M. Sandahl, Mayor Pro Tempore; Pat Elliott, and Tom Fitzhenry.

Members Absent: Debbie Goettel, Mayor and Edwina Garcia.

Staff Present: Pam Dmytrenko, Acting City Manager; Mary Tietjen, City Attorney; and Theresa Schyma, Deputy City Clerk.

M/Sandahl, S/Elliott to excuse Mayor Goettel and Council Member Garcia from the March 11, 2014 Special and Regular City Council Meetings.

Motion carried 3-0.

Mayor Pro Tempore Sandahl asked about the requirement for roll call at City Council meetings.

City Attorney Tietjen responded that traditional roll call can be removed from the agenda.

The City Council consensus was to remove traditional roll call from all future meetings and simply have the attendance noted in the subsequent meeting minutes.

OPEN FORUM

None.

PLEDGE OF ALLEGIANCE

Mayor Pro Tempore Sandahl led the audience in the Pledge of Allegiance.

APPROVAL OF MINUTES

M/Fitzhenry, S/Elliott to approve the minutes of the (1) Special City Council Meeting of February 25, 2014; (2) Special City Council Worksession of February 25, 2014; and (3) Regular City Council Meeting of February 25, 2014.

Motion carried 3-0.

Item #1	COUNCIL DISCUSSION <ul style="list-style-type: none">Hats Off to Hometown Hits
----------------	---

Council Member Fitzhenry commended City staff with their response to frozen pipes. The City went through 16 homes to help with frozen pipes.

Council Member Fitzhenry provided a Noise Oversight Committee (NOC) update. He also encouraged residents to contact their representatives to voice displeasure regarding the potential termination of the NOC. The NOC has been a great asset to Richfield and its residents.

Item #2	COUNCIL APPROVAL OF AGENDA
----------------	-----------------------------------

M/Fitzhenry, S/Elliott to approve the agenda.

Motion carried 3-0.

Item #3	CONSENT CALENDAR
----------------	-------------------------

- A. Consideration of the approval of a resolution amending the 2013 General Fund Budget by authorization of a transfer of appropriations from the Legislative/Executive and Administrative Services Departments to the Public Safety and Public Works Departments S.R. No. 62

RESOLUTION NO. 10923

RESOLUTION AUTHORIZING REVISION OF 2013 BUDGETS OF VARIOUS DEPARTMENTS

This resolution appears as Resolution No. 10923.

- B. Consideration of the approval of the contract renewal with Adesa Minneapolis for 2014/2015 for auctioning forfeited vehicles from Public Safety/Police S.R. No. 63
- C. Consideration of the approval of the 2014 Agreement with Hennepin County Human Services and Public Health Department and the City of Richfield Police Department for continuing funds for a Police Cadet position and JCPP training. S.R. No. 64

M/Fitzhenry, S/Elliott to approve the Consent Calendar.

Motion carried 3-0.

Item #4	CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM THE CONSENT CALENDAR
----------------	--

None.

Item #5	PUBLIC HEARING REGARDING THE ISSUANCE OF NEW ON-SALE WINE AND 3.2 PERCENT MALT LIQUOR LICENSES FOR TEJABAN MEXICA GRILL, LLC, D/B/A FIRE UP BAR-B-QUE, 2 WEST 66TH STREET S.R. NO. 65
---------	--

Council Member Elliott presented Staff Report No. 65.

Miguel Hernandez, Jr., Assistant General Manager of Fire Up Bar-B-Que, 2 West 66th Street, was available for questions. He stated that he expects to open the restaurant within the next month.

Council Member Elliott stated that he appreciates the cooperation between the restaurant owners and the neighbors surrounding the new location of Tejaban Mexica Grill at 6519 Nicollet Avenue. There were some issues with previous owners at that site and the new owners and neighbors worked together to come up with an agreement that satisfies all parties.

M/Sandahl, S/Fitzhenry to close public hearing.

Motion carried 3-0.

M/Elliott, S/Sandahl to approve the issuance of new on-sale wine and 3.2 percent malt liquor licenses for Tejaban Mexica Grill, LLC, d/b/a Fire Up Bar-B-Que, 2 West 66th Street.

Motion carried 3-0.

Item #6	CONSIDERATION OF A RESOLUTION APPROVING THE CONTRACT WITH THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1215 FOR THE PERIOD OF JANUARY 1, 2014 THROUGH DECEMBER 31, 2014 S.R. NO. 66
---------	---

Council Member Fitzhenry presented Staff Report No. 66.

M/Fitzhenry, S/Elliott that the following resolution be adopted and that it be made part of these minutes:

RESOLUTION NO. 10924

RESOLUTION APPROVING LABOR AGREEMENT BETWEEN THE CITY OF RICHFIELD AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF), LOCAL 1215 BARGAINING UNIT FOR THE YEAR 2014

Motion carried 3-0. This resolution appears as Resolution No. 10924.

Item #7	CONSIDERATION OF AN APPOINTMENT TO A CITY ADVISORY COMMISSION S.R. NO. 67
---------	--

Mayor Pro Tempore Sandahl presented Staff Report No. 67.

M/Sandahl, S/Elliott to appoint the following person to a City Advisory Commission:

COMMUNITY SERVICES COMMISSION

Name
Carolyn Engeldinger

Term Expires
January 31, 2017

Motion carried 3-0.

Item #8	CITY MANAGER'S REPORT
----------------	------------------------------

Acting City Manager Dmytrenko announced that there is a new question out on Richfield Connect asking residents about their knowledge of City commissions and hoping for some valuable feedback. Richfield Connect can be accessed through the City's website.

Item #9	CLAIMS AND PAYROLLS
----------------	----------------------------

M/Fitzhenry, S/Elliott that the following claims and payrolls be approved:

U.S. Bank		03/11/14
A/P Checks: 229192-229556	\$	1,376,961.71
Payroll: 99512-99840	\$	593,715.03
TOTAL	\$	1,970,676.74

Motion carried 3-0.

OPEN FORUM

None.

ADJOURNMENT

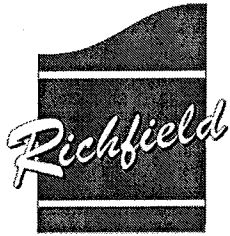
The City Council meeting was adjourned by unanimous consent at 7:22 p.m.

Date Approved: March 25, 2014

Suzanne M. Sandahl
Mayor Pro Tempore


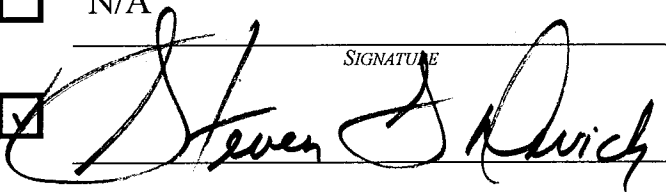
Theresa Schyma
Deputy City Clerk

Pam Dmytrenko
Acting City Manager



AGENDA SECTION: CONSENT
AGENDA ITEM # 3A
REPORT # 68

STAFF REPORT
CITY COUNCIL MEETING
MARCH 25, 2014

REPORT PREPARED BY:	JEFF PEARSON TRANSPORTATION ENGINEER <small>NAME, TITLE</small>
DEPARTMENT DIRECTOR REVIEW:	<input checked="" type="checkbox"/>  <small>SIGNATURE</small>
OTHER DEPARTMENT REVIEW:	<input type="checkbox"/> N/A <small>SIGNATURE</small>
REVIEWED BY CITY MANAGER:	<input checked="" type="checkbox"/>  <small>SIGNATURE</small>

ITEM FOR COUNCIL CONSIDERATION:

Consideration of a Trailway Cooperative Agreement between the Three Rivers Park District (TRPD) and the City of Richfield for construction, easement rights, maintenance, and use of the Intercity Regional Trail.

I. RECOMMENDED ACTION:

By Motion: Adopt the attached resolution allowing the City to enter into a Trailway Cooperative Agreement with the Three Rivers Park District.

II. EXECUTIVE SUMMARY

The Three Rivers Park District (TRPD) has worked cooperatively with the City of Richfield, Bloomington and Minneapolis on the Intercity Regional Trail Project.

The Intercity Regional Trail project reflects the input from both the public and multi-agency staff through multiple meetings and open houses. Three Rivers Park District has secured Federal funds for the construction of the trail and is scheduled begin work in 2014.

The regional trail will connect Minneapolis, Richfield and Bloomington along the Cedar Avenue Corridor. The trail will be open to the general public and be used for outdoor activities. TRPD will be responsible for trail repairs and general

maintenance of the trail and will provide and maintain the informational signage along the route. It is the City's decision, and it has been our practice, to maintain the trail for winter use. The majority of the trail within Richfield will be funded by TRPD and will not have any financial impact on the City. The only exception will be the Richfield Parkway portion of the trail between 63rd Street and 65th Street which will instead be *reimbursed* to the City by Three Rivers Park District.

III. BASIS OF RECOMMENDATION

A. BACKGROUND

In general, the terms of the proposed agreement include:

- **Non-exclusive Trail Easement** – providing a continuous and contiguous corridor for the trail. The trail easement would still allow for the placement of private utilities under the trail when necessary.
- **Trail Use** – the regional trail shall be open to the general public and be exclusively used for outdoor activities including walking, jogging, skating, biking, electric personal assistive devices and other uses mandated by state law.
- **Winter Use** – the Park District's current policy is to leave the trail open to the public in the winter, but provide no winter maintenance of the trail. However, they will permit the City to assume responsibility of the trail for winter maintenance and operations at the City's request.
- **Maintenance** – The Park District shall be responsible for trail repairs and general maintenance of the trail and will provide and maintain the informational signage along the route. The District's Paved Trail and Maintenance Standards and Implementation Plan are attached. The City will be responsible for maintaining roadway crossings and associated signing.
- **Enforcement** – the Park District will patrol and enforce its rules, regulations and ordinances with respect to the trail, including a 2 foot clear zone on either side of the trail. The City may patrol and police the trail as deemed necessary.

B. POLICY

- The City's Comprehensive Plan encourages alternate forms of transportation such as biking and walking.
- The City's Comprehensive Plan identifies regional pedestrian and bicycle connections as a goal.

C. CRITICAL TIMING ISSUES

- The trail is scheduled to begin construction in 2014.

D. FINANCIAL

- The Agreement calls for all costs associated with the Richfield Parkway portion of the trail between 63rd Street and 65th Street to be reimbursed to the City by Three Rivers Park District.
- All other segments of the trail within Richfield will be funded by TRPD and will not have any financial impact on the City.
- Utility relocation and other right-of-way conflict costs for the project will be covered by Three Rivers Park District funds.

E. ENVIRONMENTAL CONSIDERATIONS

- The regional trail will provide an improved alternative to non-motorized travel within the City.

IV. ALTERNATIVE RECOMMENDATION(S)

- Council may choose not to adopt the proposed resolution at this time.

V. ATTACHMENTS

- Resolution authorizing the City to enter into Trail Cooperative Agreement
- Trail Cooperative Agreement

VI. PRINCIPAL PARTIES EXPECTED AT MEETING

- None

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE CITY OF RICHFIELD TO ENTER INTO A
TRAILWAY COOPERATIVE AGREEMENT WITH THE THREE RIVERS PARK
DISTRICT FOR THE INTERCITY REGIONAL TRAIL**

WHEREAS, the Three Rivers Park District is a political subdivision of the State of Minnesota authorized by statute to acquire, establish, operate and maintain trails systems; and

WHEREAS, the Three Rivers Park District's First Tier Trails, Greenways, and Parks Master Plan includes Intercity Regional Trail through the City of Richfield; and

WHEREAS, the Three Rivers Park District has prepared a specific master plan for Intercity Regional Trail in cooperation with the City of Richfield, and

WHEREAS, the City has requested that the Three Rivers Park District participate in the development of a regional trail system located within the City, and

WHEREAS, the City owns land suitable for development as a regional trail corridor; and

WHEREAS, the Three Rivers Park District and City desire to cooperate to design, construct, reconstruct, operate and maintain a regional trail corridor located in the City.

NOW, THEREFORE, BE IT RESOLVED that the City of Richfield enter into a Trailway Cooperative Agreement with the Three Rivers Park District for the construction of the Intercity Regional Trail within the City and to establish agreement on the design, construction, operation, maintenance, and enforcement of the trail.

Adopted by the City Council of the City of Richfield, Minnesota this 25th day of March, 2014.

Debbie Goettel, Mayor

ATTEST:

Nancy Gibbs, City Clerk

**CITY OF RICHFIELD
AND
THREE RIVERS PARK DISTRICT**

**INTERCITY REGIONAL TRAIL
TRAILWAY COOPERATIVE AGREEMENT**

This agreement (the "Agreement") is made and entered into this ____ day of _____ 2014, by and between Three Rivers Park District, a body corporate and politic and a political subdivision of the State of Minnesota ("Park District"), and the City of Richfield, a Minnesota municipal corporation ("City").

WHEREAS, Park District is a political subdivision of the State of Minnesota authorized by statute to acquire, establish, operate, and maintain park facilities and regional trail systems; and

WHEREAS, Park District promulgates master plans for the development of park facilities and regional trail systems and submits master plans to the host community(ies) and Metropolitan Council for approval; and

WHEREAS, Park District prepared a specific master plan for the Intercity Regional Trail ("Trail") in cooperation with the City; and

WHEREAS, City provided a resolution of support for the Trail Master Plan on May 22, 2012; and

WHEREAS, Metropolitan Council approved the Trail Master Plan on October 31, 2012; and

WHEREAS, Park District Board of Commissioners adopted the Trail Master Plan on November 15, 2012; and

WHEREAS, the Trail extends through three jurisdictions from Lake Nokomis in Minneapolis south through the City to the 86th Bikeway in Bloomington; and

WHEREAS, Minneapolis Park and Recreation Board ("MPRB") and City of Minneapolis ("Minneapolis") will own and operate the Trail segment in Minneapolis, the Park District will own and operate the Trail segment in Richfield, and City of Bloomington ("Bloomington") will own and operate the Trail segment in Bloomington; and

WHEREAS, in recognition of the importance of a contiguous and continuous Trail corridor and consistent design, construction, operation, and maintenance throughout the entire Trail corridor, the City supports and desires to cooperate with the MPRB, Minneapolis, Park District, and Bloomington in the acquisition of land, design, construction, operation, and management as necessary to successfully implement Trail master plan; and

WHEREAS, this Agreement addresses the land acquisition, design, construction, operation, maintenance, and funding responsibilities of the Trail segment through the City with the exception of the portion along 76th Street ("76th Street Segment") which is addressed in the September 13, 2012, City of Richfield and Three Rivers Park District Trailway Cooperative Agreement for Nine Mile Creek

Regional Trail: 76th Street – 12th Avenue to Cedar Avenue and; therefore, not included in this Agreement; and

WHEREAS, for purposes of this Agreement, the remaining Trail through the City is broken in to two segments: segment one extends between 63rd and 65th Streets along Richfield Parkway ("Richfield Parkway Segment") and segment two includes balance of the Trail corridor, including 65th to 66th Street ("Main Segment"); and

WHEREAS, the land acquisition, design, construction, operation, maintenance, and funding responsibilities of the Trail segments located outside the City are addressed in separate agreements and not included in this Agreement; and

NOW THEREFORE, in consideration of the mutual covenants herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, City and Park District agree as follows:

A. Richfield Parkway Segment.

- 1. Property Rights.** City shall convey to Park District a permanent non-exclusive easement for Trail purposes in the form of the Public Trailway Easement attached hereto as Exhibit A (hereinafter "Easement A") for the Richfield Parkway Segment Trail route approved by City as part of the Trail Master Plan and as illustrated in the attached Exhibit B. Easement A shall provide a continuous and contiguous Trail corridor, and shall be conveyed upon execution of this Agreement. Park District is responsible for preparing all necessary easement documents and for costs associated with the same.

In the event the City acquires property rights from private parties to fulfill this obligation, Park District will reimburse City for the amount paid for the property rights of \$200,000. Park District shall not be obligated to proceed with any obligation under this Agreement for the Richfield Parkway Segment until City has conveyed to Park District an easement sufficient to create continuous and contiguous Trail corridor for the Richfield Parkway Segment.

If City does not convey Easement A to Park District, which provides continuous and contiguous Trail corridor within thirty-six (36) months following execution of this Agreement, the Park District may terminate this Agreement with neither party having any further obligations hereunder.

Certain segments of Easement A may lie within platted rights-of-way and easement areas where City does not have an interest in real property but does have the legal authority to construct, maintain and operate sidewalks, trails, and other such public ways. In such cases, said segments of Easement A do not convey an interest in real property but, pursuant to this Agreement, shall serve as an irrevocable permit and license to Park District to construct, operate and maintain Trail within Easement A. In the event City's right to maintain a trail within these segments of Easement A is lost by vacation, condemnation, revocation of license or permit, or otherwise, City will

acquire such additional rights, titles and interests as are needed to assure a continuous and contiguous Trail corridor through Easement A. If the loss of such right to maintain a trail within right-of-way areas occurs after construction of the Trail, the City shall acquire such additional right, title or interest and reconstruct the Trail, if necessary, at City expense. The City represents that it currently has the legal right and authority to construct and maintain Trail within such platted rights-of-way.

The parties recognize that certain Trail segments and road/railroad crossings may require agreements with third parties such as the Minnesota Department of Transportation ("MnDOT"). The parties to this Agreement shall cooperate to secure necessary permissions to use such crossings and bridges. In the event that necessary permissions cannot be secured, this Agreement may be terminated by the Park District.

2. **Design and Construction.** Design of the Trail, Trail related structures and road crossings of the Richfield Parkway Segment shall be in accordance with Typical Trail Sections (Exhibit C), Master Plan and standards and guidelines adopted by the Park District, unless otherwise approved by the Park District. The Park District will have final discretion over trail and safe crossing design and the interpretation and execution of engineering best practices.

City or its assigns shall contract with consultants to provide design services for Trail, including, but not limited to, design development, bidding documents, construction plans and specifications, and contract document preparation, construction administration, and project closeout for Richfield Parkway Segment. City may do no work on the Trail until it has submitted all Trail plans to Park District for review and approval. In the event of significant changes to the plans after initial Park District approval, City will submit changes to Park District for review and approval. Significant changes are defined as changes that result in Trail design which does not meet the design guidelines and standards outlined above. Approvals shall not be unreasonably withheld.

City shall be responsible for bidding and construction of the Trail in accordance with approved construction plans and specifications for Richfield Parkway Segment. Bids shall utilize unit costs where possible. City shall be responsible to relocate utilities as necessary to construct, operate, and maintain the Trail in accordance with this Agreement at no cost to the Park District.

City shall be responsible for construction supervision of Trail, Trail related structures, utilities and all associated work for Richfield Parkway Segment. City shall provide notice to Park District of the Trail construction commencement. Park District may observe Trail construction and may consult with City regarding construction issues. City shall inform the Park District of final Trail construction and shall schedule inspection by all parties and other appropriate agencies prior to closing the construction contract. Upon correction of any concerns

identified in the inspections, City shall notify Park District in writing indicating completion of Richfield Parkway Segment. Upon completion, Park District shall record Easement A and assume Park District responsibilities under this Agreement.

Upon project completion, Park District shall reimburse City for direct costs of design, construction, and administration paid or owed to the consultant and contractor engaged by City to construct Richfield Parkway Segment up to one hundred twenty thousand dollars (\$120,000). Park District may, at its option, reimburse City to reflect percent of work completed if Richfield Parkway Segment is completed over multiple phases. City shall provide all records necessary for audit of costs. Park District shall reimburse City within thirty (30) days following receipt of verified statement of direct construction costs for all costs authorized by this Paragraph subject to Section 3 of this Agreement. Park District will not reimburse City for indirect costs incurred by City including, but not limited to, staff costs, legal fees, filing fees, permit fees, or any other expense, which does not represent direct construction costs as defined by this Agreement. Park District shall not be held responsible to reimburse City for eligible construction costs until the City fulfills its Easement A responsibilities in accordance with Section A1 of this Agreement.

B. Main Segment.

1. **Property Rights.** City, where it has rights to do so, shall convey to Park District a permanent non-exclusive easement for Trail purposes in the form of the Public Trailway Easement attached hereto as Exhibit D (hereinafter "Easement B" and collectively with Easement A "Easement") for the Main Segment of the Trail route approved by City as part of the Trail Master Plan as illustrated in the attached Exhibit B. Easement B shall provide a continuous and contiguous Trail corridor and be conveyed upon execution of this Agreement. Park District is responsible for preparing all necessary easement documents and for costs associated with the same.

Park District shall not be obligated to proceed with any obligation under this Agreement until City has conveyed to Park District an Easement B for all areas where adequate public right-of-way and parkland exists. If the City cannot convey Easement B for all areas where adequate right-of-way or park land exists to Park District by 60 days from document submittal to the City, the Park District may terminate this Agreement and neither City nor Park District shall have any obligation hereunder, except that Park District shall return the unrecorded Easement B to City and take such other measures as may be necessary to cancel Easement B.

In the event private property rights are required to provide a continuous and contiguous Trail corridor or to meet the required Easement B width, Park District shall secure necessary property rights. City shall provide Resolutions of Support and consent to the Park District's acquisition of any property rights as necessary to provide a

continuous and contiguous corridor through direct purchase or eminent domain.

Park District shall not be obligated to proceed with any other obligation under this Agreement for the Main Segment until an easement sufficient to create continuous and contiguous Trail corridor for the Main Segment is obtained.

Certain segments of Easement B may lie within platted rights-of-way, easement areas, and leased property where City does not have an interest in real property but does have the legal authority to construct, maintain and operate sidewalks, trails, and other such public ways. In such cases, said segments of the Easement do not convey an interest in real property but, pursuant to this Agreement, shall serve as an irrevocable permit and license or, in the case of Trail segments located on Metropolitan Airport Commission property shall serve as a sublease to Park District to construct, operate and maintain Trail within Easement B. In the event City's right to maintain a trail within these segments of Easement B is lost by vacation, condemnation, revocation of license or permit, or otherwise, City will acquire such additional rights, titles and interests as are needed to assure a continuous and contiguous Trail corridor through Easement B. If the loss of such right to maintain a trail within right-of-way areas occurs, after construction of the Trail, the City shall acquire such additional right, title or interest and reconstruct the Trail, if necessary, at City expense. The City represents that it currently has the legal right and authority to construct and maintain Trail within such platted rights-of-way.

The parties recognize that certain Trail segments and road/railroad crossings may require agreements with third parties such as the Minnesota Department of Transportation ("MnDOT"). The parties to this Agreement shall cooperate to secure necessary permissions to use such crossings and bridges. In the event that necessary permissions cannot be secured, this Agreement may be terminated by the Park District.

The parties also recognize that certain Trail segments within Taft Park are subject to Land and Water Conservation Funds restrictions and obligations. As such, the Park District will cooperate with the City to ensure compliance with the continuing requirements of the NR-7871 Grant Agreement signed by the City and the State in 1978. In addition, the City may terminate any conveyance of property rights within the portion of Taft Park subject to LAWCON requirements within 90 days if Park District does not abide by the NR-7871 Grant Agreement.

2. **Design and Construction.** Design and construction of the Trail and associated structures and road crossings shall be in accordance with the Typical Trail Sections (Exhibit C), Intercity Regional Trail Master Plan, and standards and guidelines adopted by the Park District. Park District shall have final discretion over Trail design and interpretation and execution of engineering best practices. The Park District and City

will collaborate on safe crossing design, complying with engineering best practices outlined in the *Guidance for Three Rivers Park District Trail Crossings, December 2013*.

The Park District will coordinate and fund the design of Trail and Trail related structures of the Main Segment. Park District may, in its sole discretion, contract with consultants to provide professional design services including, but not limited to design development, bidding documents, construction plans and specifications, contract document preparation, construction administration, and project close out. Park District shall submit all Trail plans to City for review and approval, provided however, that approval shall not be unreasonably withheld.

Park District shall be responsible for bidding and construction of the Trail and Trail related structures in accordance with approved construction plans and specifications. Park District will coordinate the relocation of utilities as necessary to construct the Trail in accordance with this Agreement. City shall enforce its franchise utility agreements with utility companies and require utility companies to relocate utilities at their own expense. Park District shall only be responsible to fund utility relocation costs that are above and beyond or not covered by City franchise utility agreements.

Construction shall commence following (1) conveyance to Park District of Easements in accordance with Section B1 of this Agreement, (2) Park District and City approval of plans and specifications for the Trail, and (3) securing of funding in Park District Board of Commissioner's approved annual Asset Management Program or from other external grants/parties.

- C. Financing.** A fundamental component of the Trail's financing plan is a \$5.72 Million Federal Surface Transportation Grant (STP). If for any reason this grant is lost or otherwise terminated, the Park District may, at its sole discretion, terminate this Agreement and shall not be obligated to fulfill any outstanding terms and conditions of this Agreement not previously performed except to return unrecorded Easement and/or take such measures as may be necessary to cancel the Easement.

No reimbursement for land acquisition or construction work for the Richfield Parkway Segment will occur until the Park District's contribution of \$200,000 for land acquisition and \$120,000 for construction are fully funded in the Park District Board of Commissioner's approved annual Asset Management Program or successfully funded through other external grants/parties. Reimbursement shall occur no later than December 31, 2017.

No land acquisition, design, or construction work for the Main Segment shall commence until the associated costs are fully funded in the Park District Board of Commissioner's approved annual Asset Management Program or successfully funded through other external grants/parties.

- D. Permits and Assessments.** City shall not unreasonably withhold City approvals, permits, and other official permissions necessary for the Park District to operate, maintain, reconstruct and construct the Trail. In

consideration of the Park District's performance under this Agreement including its maintenance obligations, City hereby agrees that the Park District shall not be subject to assessment by the City pertaining to improvements made on the lands included in, or adjacent to, the Easement.

- E. Inconsistent Rights.** The City, for itself, its successors and assigns, hereby covenants that it will not construct nor grant others the right to construct any structures or improvements on the Easement, which are inconsistent with the rights and interests herein granted to Park District, but the City shall otherwise have the right to use the Easement and to grant to others such rights.

- F. Operation and Maintenance.** Park District and its agents and licensees shall have the sole and exclusive right and authority to operate and control the Trails and to establish rules and regulations governing its use to the extent not in conflict with ordinances of the City provided herein City shall not enact ordinances which materially interfere with operations.

Park District will be responsible for the renovation, replacement, repair, maintenance, and upkeep of the Trail except bridges, tunnels and other structures owned by others, and as provided in Section H. Park District shall be solely responsible for establishing maintenance standards for the Trails, which will be consistent district-wide and complement the entire Trail corridor including Trail segments in Minneapolis and Bloomington.

Park District shall not be responsible for routine maintenance adjacent to the Trail within the Easement Area including, but not limited to, mowing grass, watering, or removing weeds as long as the City retains City Code subsection 811.03, or similar, which requires adjacent property owners to do so. In the event the City Code is amended to no longer require adjacent property owners to maintain the boulevard area, the Park District shall assume responsibilities associated with maintaining the boulevard within the Easement Area.

Park District reserves the right to remove any vegetation or object that obstructs the use or safety of the Trail including adjacent safety zones in accordance with Exhibit C – Typical Trail Section.

- G. Trail Uses and Purposes.** Trail shall be open to the general public and be used exclusively for outdoor recreation and commuter activities, including but not limited to non-motorized uses such as walking, jogging, skating, and biking. The use of electric-assisted bicycles as defined in Minnesota State Law and Other Power Limited Mobility Devices, as defined by the American with Disabilities Act and in accordance with Park District Policy, are permitted. Equestrian uses are prohibited.

In addition, motor vehicles used by the City or Park District for maintenance, law enforcement or other public uses will be permitted on the Trail in emergency situations, when required for a specific maintenance or patrol activity, when the motor vehicle cannot legally operate on the street, and/or when an adjacent roadway does not exist. Routine maintenance and patrol with motor vehicles will be conducted from adjacent roadways where feasible.

H. Winter Use. As of the date of this Agreement, Park District policy is to leave the Trail open to the public in winter, but perform no winter maintenance. Park District reserves the right to operate and maintain the Trail for winter use in its sole discretion. The City may request a Park District Winter Use Permit to operate and maintain the Trail during winter months. Such permit will require City, among other things, to assume responsibility for trail maintenance, operation and liabilities associated with winter use.

I. Signage. The Park District shall be responsible to furnish, install, and maintain the trail information sign/kiosk program at Park District expense. Park District shall be responsible for providing Trail signage. Signage will indicate that the Trail is a regional trail of the Park District. City may provide additional signage adjacent to the regional trail corridor, provided however, that Park District approve additional signage within the easement area, and that City shall be responsible for providing and maintaining any additional signage.

Party responsible for trail design, construction and/or reconstruction and shall provide all trail regulatory signs as prescribed by the Minnesota Manual on Uniform Traffic Control Devices (Mn MUTCD), as a part of the design and construction of the Trail. Park District shall be responsible for the maintenance of regulatory signs post-construction at Park District expense.

City shall be responsible for providing and maintaining roadway crossing treatments such as pedestrian striping, road signs and/or other treatments as prescribed by Mn MUTCD, or as appropriate when the Trails cross a City, County or State roadway where a City obligation exists.

J. Utilities. City shall at all times retain the right to maintain, repair or replace any utilities and related facilities in, on, or under said Trail and the right to install such utilities and related facilities. If any such activities by the City damages or limits the use of the Trail, the City will give the Park District thirty (30) days prior written notice of the same (except in cases of emergency), and in any event the City will upon completion of such activities so affecting the Trail or any portion thereof, restore the Trail as near as possible to its condition existing before such maintenance, repair, replacement or other activities of the City.

City and Park District recognize that prior notice is needed to develop temporary trail detour routes and temporary signage. City and Park District will cooperatively determine and implement a temporary detour route when feasible.

K. Law Enforcement. The City will patrol and police the Trail in such manner and by such persons as the City shall deem necessary, and may enforce all rules and ordinances of the City except as provided herein. Notwithstanding anything herein to the contrary, the Park District shall have the right to enforce its rules, regulations and ordinances with respect to the Trail. City shall not promulgate any ordinance, rule or regulation which contravenes any ordinance, rule or regulation of Park District with respect to the Trail or which contravenes this Agreement.

- L. Indemnification.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law. Minnesota Statutes Chapter 466 and other applicable law govern the parties' liability. To the full extent permitted by law, this Agreement is intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, Subd. 1a (a); provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party. In addition to the foregoing, nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minnesota Statutes, Chapter 466 or otherwise.
- M. Successor and Assigns.** The Agreement shall be binding upon the parties hereto and their respective successors and assigns, provided, however, that neither City nor Park District shall have the right to assign its rights, obligations and interests in or under this Agreement to any other party without the prior written consent of the other party.
- N. Amendment, Modification or Waiver.** No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing and signed by the party or parties to be bound, or its duly authorized representative. Any waiver by either party shall be effective only with respect to the subject matter thereof and the particular occurrence described therein, and shall not affect the rights of either party with respect to any similar or dissimilar occurrences in the future.
- O. Rights and Remedies Cumulative.** The rights and remedies provided by this Agreement are cumulative. No right or remedy at law or in equity which either party hereto might otherwise have by virtue of a default under this Agreement, nor the exercise of any such right or remedy by either party, will impair such party's standing to exercise any other right or remedy.
- P. No Agency.** Nothing contained herein and no action by either party hereto will be deemed or construed by such parties or by any third person to create the relationship of principal and agent or a partnership or a joint venture or any other association between or among the parties hereto.
- Q. Saving Provision.** In case any one or more of the provisions contained in this Agreement shall be deemed invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions and any other application thereof shall not in any way be affected or impaired.
- R. Termination.** This Agreement may be terminated by Park District or City by mutual agreement or as otherwise provided in this Agreement. This Agreement shall be terminable by either party upon a material breach by the other party.

The provisions of Section L survive termination with respect to claims that arise from actions or occurrences that occurred prior to termination.

- S. Governing Laws.** This Agreement will be construed in accordance with the laws of the State of Minnesota.

- T. Time is of the Essence.** Time is of the essence under this Agreement.
- U. Title.** City warrants that it owns good and marketable title to the Easement and that the undersigned is authorized to execute this Agreement.
- V. Enforcement.** In the event either party should bring an action to enforce the terms of this Agreement, each party shall be responsible for its own attorneys' fees and costs associated with such action.
- W. Notices.** Any notice given under this Agreement shall be deemed given on the first business day following the date the same is deposited in the United States Mail (registered or certified) postage prepaid, addressed as follows:

If to the Park District:

Superintendent
Three Rivers Park District
c/c Legal Counsel
3000 Xenium Lane North
Plymouth, MN 55441

If to City:

City Manager
c/c Legal Counsel
City of Richfield
6700 Portland Avenue
Richfield, MN 55423

IN WITNESS WHEREOF, Park District and City have entered into this Agreement as of the date and year first above written.

Three Rivers Park District, a public corporation
and political subdivision of the State of Minnesota

Dated: _____ By: _____
Its Chair – Board of Commissioners

Dated: _____ By: _____
Its Superintendent
And Secretary to the Board

City of Richfield, a Minnesota municipal
corporation

Dated: _____ By: _____
Its Mayor

Dated: _____ By: _____
Its City Manager

**CITY OF RICHFIELD
AND
THREE RIVERS PARK DISTRICT

INTERCITY REGIONAL TRAIL
TRAILWAY COOPERATIVE AGREEMENT
EXHIBITS**

Exhibit A: Richfield Parkway Segment Easement	Page 14
Exhibit B: Intercity Regional Trail - Richfield Map	Page 19
Exhibit C: Typical Trail Sections	Page 20
Exhibit D: Main Segment Easement	Page 22

EXHIBIT A
Public Trailway Easement and Agreement
Intercity Regional Trail: Richfield Parkway Segment

This Public Trailway Easement and Agreement (hereinafter "Trail Easement"), made this _____ day of _____, 20____, by and between the City of Richfield, a Minnesota municipal corporation, ("Grantor"); and Three Rivers Park District, a political subdivision of the State of Minnesota, Hennepin County, Minnesota ("Grantee").

RECITALS

WHEREAS, Grantor and Grantee entered into a Trailway Cooperative Agreement for Intercity Regional Trail ("Trail") dated as of _____, 2014, (the "Trailway Cooperative Agreement"); and

WHEREAS, pursuant to the Trailway Cooperative Agreement, Grantor agreed to convey to Grantee an easement as further described herein and Grantee agreed to accept Easement according to the terms and conditions contained herein; and

WHEREAS, Grantor is the fee owner of certain real property in Hennepin County, Minnesota, legally described on the attached Exhibit A-1 ("Property"); and

WHEREAS, Grantor has legal rights to certain real property in Hennepin County, Minnesota, legally described on attached Exhibit A-2.

WHEREAS, said Easement provided by the Grantor does not convey ownership of lands within the easement area to the Grantee.

NOW THEREFORE, in consideration of mutual covenants herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree to as follows:

TERMS OF EASEMENT

- 1.) Grant of Easement. Grantor grants and conveys to the Grantee the Easement legally described and depicted on the attached Exhibit A-1 and A-2.
- 2.) Scope of Easement. The perpetual non-exclusive trailway Easement granted herein includes the right of the Grantee, its contractor, agents, and employees to locate, install, construct, reconstruct, operate, maintain, inspect, alter and repair within the described easement area any of the following facilities and amenities: public sidewalk or trail, trail signage, informational kiosks, benches, bike racks, trail bridges/tunnels, and any other trail related structure.

The parties agree that Grantor may substitute a Permanent Irrevocable Permit for an easement in an area legally described and depicted on the attached Exhibit A-2 where Grantor currently does not own property rights sufficient to convey an easement.

- 3.) Trail Use and Purposes. This Easement and Permanent Irrevocable Permit is for public trailway purposes only. The Trail shall be open to the general public, and be used exclusively for outdoor recreation and commuting including but not

EXHIBIT A
Public Trailway Easement and Agreement
Intercity Regional Trail: Richfield Parkway Segment

limited to walking, jogging, skating, biking, and uses allowed under State and Federal law including, but not limited to, other personal driven mobility devices (OPDMD's) and electric personal assistive devices. In addition, motor vehicles used for maintenance, law enforcement or other public uses will be permitted within the Easement and Permanent Irrevocable Permit areas in emergency situations, when pertinent to the specific maintenance or patrol activity, when motor vehicles cannot legally operate on the street, and/or when an adjacent roadway does not exist.

- 4.) Warranty of Title. The Grantor warrants that it owns good and marketable title to the Easement Property and that the undersigned is authorized to execute this Easement.
- 5.) Environmental Matters. Grantor shall provide Grantee written documentation of any and all previously and/or currently present hazardous materials, pollutants, or other containments within the Easement and Permanent Irrevocable Permit Property known to the Grantor. Grantee shall not be responsible for any costs, expenses, damages, obligations, including penalties and reasonable attorney's fees, or losses resulting from any claims, actions, suits or proceedings based upon the release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the Easement and Permanent Irrevocable Permit Property prior to the date of this instrument.
- 6.) Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on the Grantor, its successors and assigns.

EXHIBIT A
Public Trailway Easement and Agreement
Intercity Regional Trail: Richfield Parkway Segment

IN WITNESS WHEREOF, the said parties have caused this instrument to be executed on the date and year first written above.

CITY OF RICHFIELD

Its Mayor

Its City Manager

State of Minnesota)
) S.S.
County of Hennepin)

The foregoing instrument was acknowledge before me this ____ day of _____, 2014, by _____ and _____, the mayor and city manager, respectively of the City of Richfield, a Minnesota municipal corporation, Grantor.

Notary Public

Notary Stamp or Seal

THREE RIVERS PARK DISTRICT

Its Board Chair

Its Superintendent

State of Minnesota)
) S.S.
County of Hennepin)

The foregoing instrument was acknowledge before me this ____ day of _____, 2014, by _____ and _____, the Board Chair and Superintendent, respectively of the Three Rivers Park District, a political subdivision of the State of Minnesota, Hennepin County, Minnesota, Grantee.

Notary Public

Notary Stamp or Seal

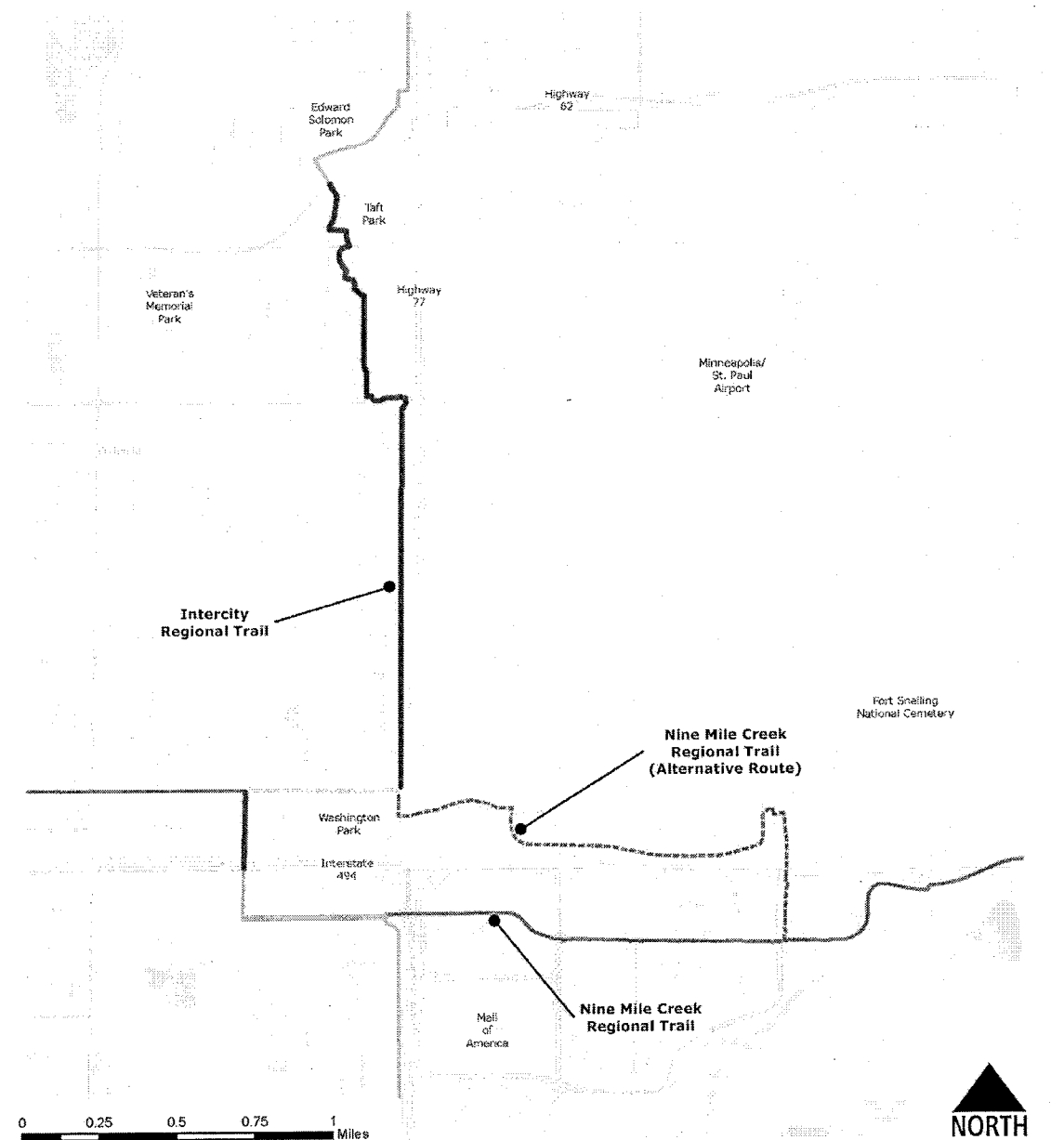
This instrument drafted by:
Three Rivers Park District
3000 Xenium Lane North
Plymouth, MN 55441

EXHIBIT A-1
Public Trailway Easement Area
Intercity Regional Trail: Richfield Parkway Segment

To be provided upon completion.

EXHIBIT A-2
Public Trailway Permanent Irrevocable Permanent
Intercity Regional Trail: Richfield Parkway Segment

EXHIBIT B Route Map Intercity Regional Trail



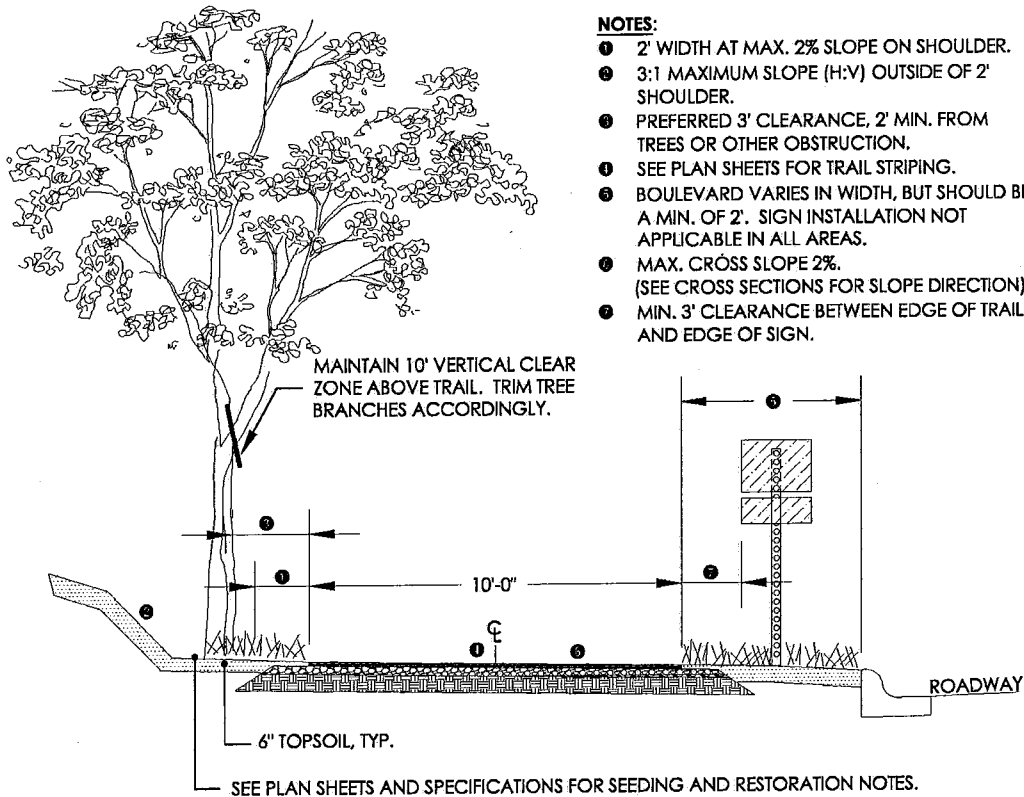
Intercity Regional Trail | Richfield Segment

- Intercity Regional Trail: Richfield - Main Segment
- Intercity Regional Trail: Richfield - Richfield Parkway Segment
- Intercity Regional Trail: Richfield - September 13, 2012 Agreement Segment (Completed)
- Intercity Regional Trail: Minneapolis and Bloomington Segments
- Nine Mile Creek Regional Trail
- Nine Mile Creek Regional Trail: Alternative Route

Map prepared by Three Rivers Park District
Planning Department - HK January 2014

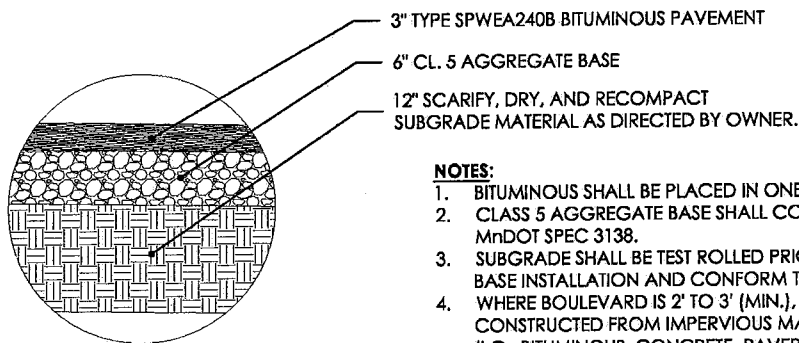
This GIS Data is provided "as is" without warranty of any representation of accuracy, timeliness, or completeness. The user acknowledges and accepts the limitations of the Data, including the fact that the Data is dynamic and is in a constant state of maintenance, correction, and update.

EXHIBIT C **Typical Trail Section(s)** **Intercity Regional Trail**



NOTES:

- ① 2' WIDTH AT MAX. 2% SLOPE ON SHOULDER.
- ② 3:1 MAXIMUM SLOPE (H:V) OUTSIDE OF 2' SHOULDER.
- ③ PREFERRED 3' CLEARANCE, 2' MIN. FROM TREES OR OTHER OBSTRUCTION.
- ④ SEE PLAN SHEETS FOR TRAIL STRIPING.
- ⑤ BOULEVARD VARIES IN WIDTH, BUT SHOULD BE A MIN. OF 2'. SIGN INSTALLATION NOT APPLICABLE IN ALL AREAS.
- ⑥ MAX. CROSS SLOPE 2%.
- ⑦ (SEE CROSS SECTIONS FOR SLOPE DIRECTION).
- ⑧ MIN. 3' CLEARANCE BETWEEN EDGE OF TRAIL AND EDGE OF SIGN.



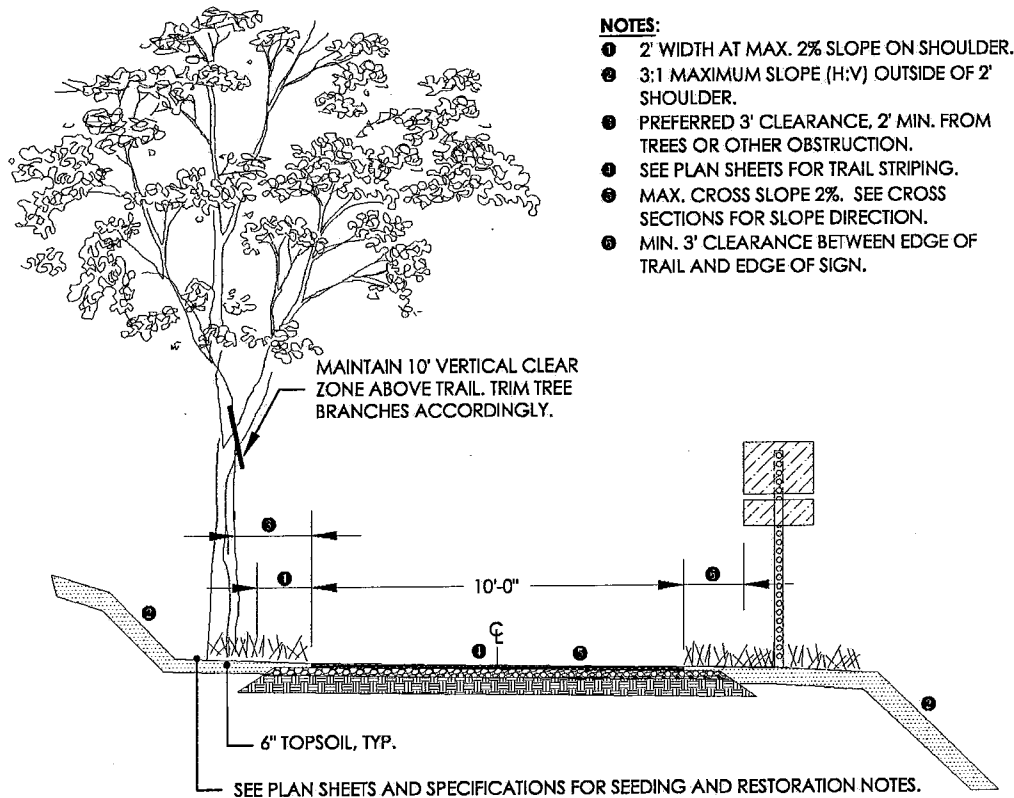
NOTES:

1. BITUMINOUS SHALL BE PLACED IN ONE LIFT.
2. CLASS 5 AGGREGATE BASE SHALL CONFORM TO MnDOT SPEC 3138.
3. SUBGRADE SHALL BE TEST ROLLED PRIOR TO AGGREGATE BASE INSTALLATION AND CONFORM TO MnDOT SPEC 2111.
4. WHERE BOULEVARD IS 2' TO 3' (MIN.), BOULEVARD SHALL BE CONSTRUCTED FROM IMPERVIOUS MATERIAL (I.G., BITUMINOUS, CONCRETE, PAVERS, ETC). SPECIAL STRIPING LAYOUT MAY APPLY, (SEE PLAN SHEETS).

TR-1 TYPICAL TRAIL SECTION 10' URBAN

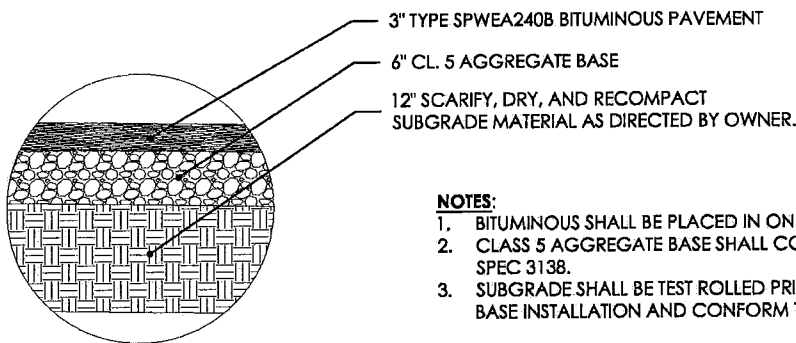
NTS

EXHIBIT C **Typical Trail Section(s)** **Intercity Regional Trail**



NOTES:

- ① 2' WIDTH AT MAX. 2% SLOPE ON SHOULDER.
- ② 3:1 MAXIMUM SLOPE (H:V) OUTSIDE OF 2' SHOULDER.
- ③ PREFERRED 3' CLEARANCE, 2' MIN. FROM TREES OR OTHER OBSTRUCTION.
- ④ SEE PLAN SHEETS FOR TRAIL STRIPING.
- ⑤ MAX. CROSS SLOPE 2%. SEE CROSS SECTIONS FOR SLOPE DIRECTION.
- ⑥ MIN. 3' CLEARANCE BETWEEN EDGE OF TRAIL AND EDGE OF SIGN.



NOTES:

- 1. BITUMINOUS SHALL BE PLACED IN ONE LIFT.
- 2. CLASS 5 AGGREGATE BASE SHALL CONFORM TO MnDOT SPEC 3138.
- 3. SUBGRADE SHALL BE TEST ROLLED PRIOR TO AGGREGATE BASE INSTALLATION AND CONFORM TO MnDOT SPEC 2111.

TR-2 TYPICAL TRAIL SECTION 10' OFF-ROAD

NTS

EXHIBIT D
Main Segment Easement Agreement
Intercity Regional Trail

This Public Trailway Easement and Agreement (hereinafter "Trail Easement"), made this _____ day of _____, 20____, by and between the City of Richfield, a Minnesota municipal corporation, ("Grantor"); and Three Rivers Park District, a political subdivision of the State of Minnesota, Hennepin County, Minnesota ("Grantee").

RECITALS

WHEREAS, Grantor and Grantee entered into a Trailway Cooperative Agreement for Intercity Regional Trail ("Trail") dated as of _____, 2014, (the "Trailway Cooperative Agreement"); and

WHEREAS, pursuant to the Trailway Cooperative Agreement, Grantor agreed to convey to Grantee an easement as further described herein and Grantee agreed to accept Easement according to the terms and conditions contained herein; and

WHEREAS, Grantor is the fee owner of certain real property in Hennepin County, Minnesota, legally described on the attached Exhibit D-1 ("Property"); and

WHEREAS, Grantor has legal rights to certain property in Hennepin County, Minnesota, legally described on the attached Exhibits D-2 and D-3.

WHEREAS, said Easement provided by the Grantor does not convey ownership of lands within the easement area to the Grantee.

NOW THEREFORE, in consideration of mutual covenants herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree to as follows:

TERMS OF EASEMENT

- 1.) Grant of Easement. Grantor grants and conveys to the Grantee the Easement legally described and depicted on the attached Exhibits D-1, D-2, and D-3.
- 2.) Scope of Easement. The perpetual non-exclusive trailway Easement granted herein includes the right of the Grantee, its contractor, agents, and employees to locate, install, construct, reconstruct, operate, maintain, inspect, alter and repair within the described easement area any of the following facilities and amenities: public sidewalk or trail, trail signage, informational kiosks, benches, bike racks, trail bridges/tunnels, and any other trail related structure.

The parties agree that Grantor may substitute a Permanent Irrevocable Permit for an easement in an area legally described and depicted on the attached Exhibit D-2 where Grantor currently does not own property rights sufficient to convey an easement. The parties also agree that the Grantor may substitute a lease for an easement in an area legally described and depicted on the attached Exhibit D-3 where Grantor currently does not own property rights sufficient to convey an easement.

- 3.) Trail Use and Purposes. This Easement and Permanent Irrevocable Permit is for public trailway purposes only. The Trail shall be open to the general public, and

EXHIBIT D
Main Segment Easement Agreement
Intercity Regional Trail

be used exclusively for outdoor recreation and commuting including but not limited to walking, jogging, skating, biking, and uses allowed under State and Federal law including, but not limited to, other personal driven mobility devices (OPDMD's) and electric personal assistive devices. In addition, motor vehicles used for maintenance, law enforcement or other public uses will be permitted within the Easement and Permanent Irrevocable Permit areas in emergency situations, when pertinent to the specific maintenance or patrol activity, when motor vehicles cannot legally operate on the street, and/or when an adjacent roadway does not exist.

- 4.) Warranty of Title. The Grantor warrants that it owns good and marketable title to the Easement Property and that the undersigned is authorized to execute this Easement.
- 5.) Environmental Matters. Grantor shall provide Grantee written documentation of any and all previously and/or currently present hazardous materials, pollutants, or other containments within the Easement and Permanent Irrevocable Permit Property known to the Grantor. Grantee shall not be responsible for any costs, expenses, damages, obligations, including penalties and reasonable attorney's fees, or losses resulting from any claims, actions, suits or proceedings based upon the release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the Easement and Permanent Irrevocable Permit Property prior to the date of this instrument.
- 6.) Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on the Grantor, its successors and assigns.

EXHIBIT D
Main Segment Easement Agreement
Intercity Regional Trail

IN WITNESS WHEREOF, the said parties have caused this instrument to be executed on the date and year first written above.

CITY OF RICHFIELD

Its Mayor

Its City Manager

State of Minnesota)
) S.S.
County of Hennepin)

The foregoing instrument was acknowledge before me this _____ day of _____, 2014, by _____ and _____, the mayor and city manager, respectively of the City of Richfield, a Minnesota municipal corporation, Grantor.

Notary Public

Notary Stamp or Seal

THREE RIVERS PARK DISTRICT

Its Board Chair

Its Superintendent

State of Minnesota)
) S.S.
County of Hennepin)

The foregoing instrument was acknowledge before me this _____ day of _____, 2014, by _____ and _____, the Board Chair and Superintendent, respectively of the Three Rivers Park District, a political subdivision of the State of Minnesota, Hennepin County, Minnesota, Grantee.

Notary Public

Notary Stamp or Seal

This instrument drafted by:
Three Rivers Park District
3000 Xenium Lane North
Plymouth, MN 55441

EXHIBIT D-2
Main Segment Permanent Irrevocable Permit
Intercity Regional Trail

Easement documents to be completed separately, including legal description and graphic, that can be recorded with the County.

EXHIBIT D-2
Main Segment Permanent Irrevocable Permit
Intercity Regional Trail

EXHIBIT D-3
Main Segment Taft Park Sublease
Intercity Regional Trail

To be inserted upon Richfield's notarization of the document

AGENDA SECTION: Consent Calendar
AGENDA ITEM # 3B
REPORT # 69



STAFF REPORT
CITY COUNCIL MEETING
MARCH 25, 2014

REPORT PREPARED BY:

ELIZABETH FINNEGAN, CIVIL ENGINEER

NAME, TITLE

DEPARTMENT DIRECTOR REVIEW:



[Signature]

SIGNATURE

OTHER DEPARTMENT REVIEW:



[Signature]

SIGNATURE

REVIEWED BY CITY MANAGER:



[Signature]

ITEM FOR COUNCIL CONSIDERATION:

Consideration of award of contract for the 2014 Concrete Sidewalk, Curb and Gutter Repair.

I. RECOMMENDED ACTION:

By Motion:

- 1. Accept the bid minutes/tabulation and award a contract for 2014 Sidewalk, Curb and Gutter Concrete Repair to New Look Contracting, Inc. in the sum of \$900,827.50.**
- 2. Authorize the Public Works Director to approve additional contract work provided it does not exceed \$50,000.**

II. EXECUTIVE SUMMARY

Each year the City awards a contract to replace:

- Cracked and heaved sidewalk
- Curb and gutter, and
- Other concrete as necessary at various locations throughout the City.

With the implementation of the City-wide Mill and Overlay Program starting in 2015, the concrete repairs will be concentrated in the following years' mill and overlay

area. This will ensure the concrete repairs are completed the year before the area is scheduled for a mill and overlay.

Bids for the concrete repair project were opened on March 5, 2014. Ti-Zack Concrete, Inc. was the lowest bidder but due to a mistake in the bid their bid has been rescinded. City staff recommends the award of contract to New Look Contracting, Inc. the second lowest responsible bidder (bid tab attached).

III. BASIS OF RECOMMENDATION

A. BACKGROUND

- As part of the City's street maintenance program, each year the City awards a contract to replace cracked and heaved curb and gutter and other concrete work.
- To ensure the approved Accelerated Mill and Overlay Program is on track to begin in 2015, the concrete repairs will be concentrated in the following years' mill and overlay area.
- Bids for the concrete repair project were opened on March 5, 2014. Ti-Zack Concrete, Inc. was the lowest bidder but due to a mistake in the bid their bid has been rescinded. City staff recommends the award of contract to New Look Contracting, Inc. the second lowest responsible bidder (bid tab attached).

B. POLICY

- As part of the City's street maintenance program, each year the City contracts to replace cracked and heaved curb and gutter and other concrete work.

C. CRITICAL TIMING ISSUES

- Concrete repair work is scheduled to begin June 16, 2014 and be completed by September 30, 2014.

D. FINANCIAL

- Four bids were received for the concrete repairs, one rescinded. The second lowest bid was \$900,827.50.
- The Engineer's Opinion of cost for concrete repairs was \$1,039,890.00, so the second lowest bid is well within the expected estimates.
- The Project will be funded using franchise fee funds.

E. LEGAL

- All contracts over \$100,000 require sealed bids to be solicited by public notice.

F. ENVIRONMENTAL CONSIDERATIONS

- N/A

IV. ALTERNATIVE RECOMMENDATION(S)

- Council may choose to reject the bid and direct staff to obtain new bids but the delay could result in higher bids and less competition.
- Council may choose to not do the work.

V. ATTACHMENTS

- Bid minutes/tabulation.
- Contract

VI. PRINCIPAL PARTIES EXPECTED AT MEETING

- None

CITY OF RICHFIELD, MINNESOTA

Bid Opening
March 5, 2014
2:00 p.m.

2014 Concrete Sidewalk, Curb and Gutter
Bid No. 14-02

Pursuant to requirements of Resolution No. 1015, a meeting of the Administrative Staff was called by Nancy Gibbs, City Clerk, who announced that the purpose of the meeting was to receive, open and read aloud bids for 2014 Concrete Sidewalk, Curb and Gutter Repair, as advertised in the official newspaper on February 20, 2014.

Present: Nancy Gibbs, City Clerk
Derick Anderson, Civil Engineer
Cheryl Krumholz, City Manager Representative

The following bids were submitted and read aloud:

Bidder's Name	Bond	Non-Collusion	Intent to Comply	Total Base Bid
Standard Sidewalk, Inc.	Provided	Provided	Provided	\$ 1,268,112.50
Ti-Zack Concrete, Inc.	Provided	Provided	Provided	\$ 721,480.00
New Look Contracting, Inc.	Provided	Provided	Provided	\$ 900,827.50
Concrete Idea, Inc.	Provided	Provided	Provided	\$ 1,382,800.00

The City Clerk announced that the bids would be tabulated and considered at the March 25, 2014 City Council Meeting.

Nancy Gibbs

City Clerk

CITY OF RICHFIELD
HENNEPIN COUNTY, MINNESOTA
CONTRACT FOR MUNICIPAL CONSTRUCTION

City Project No. 10612

Contract No. 2798

Bid No. 14-02

Class of Work: 2014 Concrete Sidewalk, Curb and Gutter Repair for the City of Richfield

THIS AGREEMENT made on the 25th day of March 2014, between the City of Richfield, Minnesota, acting by and through its Mayor and City Manager, herein called the "City," and New Look Contracting, Inc. herein called the "Contractor," witnesseth; that the Contractor, in consideration of the payment of the contract price therefor, amounting substantially to Nine Hundred Thousand, Eight Hundred Twenty-Seven Dollars and Fifty Cents (\$900,827.50), agrees to furnish all materials (except such as are specified to be furnished by the City, if any), all necessary tools and equipment, and to do and perform all the necessary work and labor for the full completion of city projects as follows:

Removal, replacement and appurtenant work for approximately:

**10,750 LF of concrete curb and gutter
5,000 SF of 4" concrete sidewalk
2,000 SF of 6" concrete sidewalk/pavement
240 SF of Truncated ADA Ped Ramp
650 EA Adjust Frame and Ring Casting
250 EC Casting Assembly
130 LF Reconstruct Drainage Structure**

as shown in the approved plans, for the price and compensation set forth and specified in the proposal signed by the Contractor, which is hereto attached and hereby made a part of this Agreement, all in accordance with the plans, specifications and special provisions therefor on file in the office of the Public Works Department, City of Richfield, and hereby made a part of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

The Contractor agrees that the work shall be done and performed in the best and most workmanlike manner; that all materials and labor shall be in strict conformity in every respect with the plans, specifications and special provisions for the improvement, shall be subject to inspection and approval of the City of a duly authorized engineer of the City, and in case any material or labor supplied shall be rejected by the City or engineer as defective or unsuitable, then such rejected material shall be removed and replaced with approved material and the rejected labor shall be done anew to the satisfaction and approval of the City or engineer and at the cost and expense of the Contractor.

The contractor SHALL NOTIFY THE Engineer in writing of his intentions to commence work at least five (5) days prior to his moving onto the site according to the specifications and will have all work done and the improvement fully completed to the satisfaction and approval of the City Council of the City of Richfield, Minnesota, on or before September 30, 2014, and meet specific deadlines as mentioned in the specification book.

Time is the essence of this Agreement for prompt completion and, if the Contractor shall fail to complete the work within the time herein specified, the City shall have the right to deduct from the unpaid part of the contract price fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) for each calendar day of delay, until the work is completed.

CITY OF RICHFIELD
HENNEPIN COUNTY, MINNESOTA
CONTRACT FOR MUNICIPAL CONSTRUCTION

City Project No. 10612

Contract No. 2798

Bid No. 14-02

Class of Work: 2014 Concrete Sidewalk, Curb and Gutter Repair for the City of Richfield

It is agreed, however, that upon receipt of written notice from the Contractor of the existence of causes over which the Contractor has no control and which will delay the completion of specifications may extend the date hereinbefore specified for completion. In such case the Contractor shall become liable for said liquidated damages only for failure to perform within the time so extended.

It is agreed also that delays caused by the elements or by strikes or other combined action of workmen employed in the construction or in the transportation of materials, but in no part caused or resulting from default or collusion on the part of the Contractor, shall be excused to the extent which the City may find and determine such conditions to have delayed completion within the time limit. The judgment of the City in fixing such amount shall be final and conclusive upon the parties hereto.

It is distinctly understood and agreed that no claims for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor shall the Contractor do any work or furnish any materials not covered by the plans, specifications, special provisions and this Agreement unless such work is first ordered in writing as provided in the specifications.

Any such work or materials which may be done or furnished by the contractor without such written order first being given shall be at his own risk, cost and expense and he hereby agrees that without such written order he will make no claim for compensation for work or materials so done or furnished.

It is further agreed, anything to the contrary notwithstanding, that the City of Richfield, City Council and its agents or employees shall not be personally liable or responsible in any manner to the Contractor, Subcontractors, materialmen, laborers or to any person or persons whomsoever for any claim, demand, damages, actions or causes of action of any kind or character arising out of or by reason of the execution of this Agreement or the performance and completion of the work and improvement provided herein.

Dated at Richfield, Minnesota, on the 25th day of March, 2014.

Signatures for:

New Look Contracting, Inc. (Contractor)

By _____

Its _____

Signatures for:

CITY OF RICHFIELD, MINNESOTA (City)

By _____

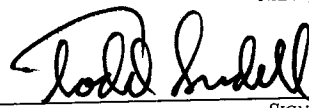
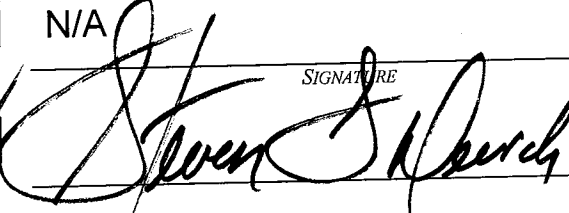
Its City Manager, Steven L. Devich

By _____

Its Mayor, Debbie Goettel



STAFF REPORT
CITY COUNCIL MEETING
MARCH 25, 2014

REPORT PREPARED BY:	BETSY OSBORN, SUPPORT SERVICES MANAGER <small>NAME, TITLE</small>
DEPARTMENT DIRECTOR REVIEW:	<input checked="" type="checkbox"/>  <small>SIGNATURE</small>
OTHER DEPARTMENT REVIEW:	<input type="checkbox"/> N/A <small>SIGNATURE</small>
REVIEWED BY CITY MANAGER:	<input checked="" type="checkbox"/>  <small>SIGNATURE</small>

ITEM FOR COUNCIL CONSIDERATION:
Public hearing for the consideration of the issuance of new on-sale intoxicating and Sunday liquor licenses, with the optional 2 a.m. closing for El Tejaban Mexican Restaurant, LLC, d/b/a El Tejaban Mexican Grill, 6519 Nicollet Avenue South.

I. RECOMMENDED ACTION:
By Motion: Approve the issuance of new on-sale intoxicating and Sunday liquor licenses, with the optional 2 a.m. closing for El Tejaban Mexican Restaurant, LLC, d/b/a El Tejaban Mexican Grill, 6519 Nicollet Avenue South.

II. EXECUTIVE SUMMARY

On November 13, 2013, the City received the application for new on-sale intoxicating and Sunday liquor licenses, with the optional 2 a.m. closing for El Tejaban Mexican Restaurant, LLC, d/b/a El Tejaban Mexican Grill.

El Tejaban Mexican Grill is owned under the corporation El Tejaban Mexican Restaurant, LLC. The original El Tejaban was located at 2 West 66th Street. The owner Miguel Angel Hernandez will also be acting as on-site manager.

All required information and documents have been provided. All licensing fees have been received.

III. BASIS OF RECOMMENDATION

A. BACKGROUND

On November 13, 2013, the City received the application for new on-sale intoxicating and Sunday liquor licenses, with the optional 2 a.m. closing for El Tejaban Mexican Restaurant, LLC, d/b/a El Tejaban Mexican Grill.

The Public Safety background investigation has been completed and reveals the following:

El Tejaban Mexican Grill is owned under the corporation El Tejaban Mexican Restaurant, LLC. The original El Tejaban was located at 2 West 66th Street. The owner Miguel Angel Hernandez will also be acting as on-site manager.

The application for the on-sale intoxicating and Sunday liquor licenses, with the optional 2 a.m. closing will be issued in the name of El Tejaban Mexican Restaurant, LLC.

The applicant has satisfied the following requirements for issuance of a license:

- The required license fees have been paid.
- Real estate taxes are not delinquent.
- Proof of commercial and liquor liability insurance has been received showing Farmers Insurance Exchange as affording the coverage.

As a result of this being a new request for an on-sale intoxicating and Sunday liquor licenses, there is no need for an accountant's statement regarding the food/alcohol ratio.

The Public Safety background investigation has been completed. The results of the investigation are summarized in an attachment to this report. The Public Safety Director has reviewed the background investigation report, and none of the information in the report would cause the Public Safety Director to recommend denial of the license.

On-sale intoxicating and Sunday liquor licenses require owners of these establishments to comply with Resolution No. 9511, which outlines the discipline they can expect if any ongoing problems occur. A copy of this resolution has been given to the owners of the establishment.

There are no distance requirements to notify neighbors of the issuance or renewal of on-sale intoxicating and Sunday liquor licenses.

The Notice of Public Hearing was published in the Richfield Sun Current on March 06, 2014.

B. POLICY

- Richfield City Code Section 1202 requires owners of on-sale intoxicating and Sunday liquor license establishments to comply with all of the provisions of both City Code and State Statutes.

C. CRITICAL TIMING ISSUES

- N/A

D. FINANCIAL

- The required background investigation and licensing fees have been received.

E. LEGAL

- The requirements of Resolution 9511 must be met, which outlines the discipline they can expect if any ongoing problems occur. A copy of this resolution has been given to the owners of the establishment.

F. ENVIRONMENTAL CONSIDERATIONS

- N/A

IV. ALTERNATIVE RECOMMENDATION(S)

- The Council could decide to deny the requested licenses, which would mean the current applicants would not be able to serve on-sale intoxicating and Sunday liquor.
- Schedule the hearing for another date. However, this may delay the licensing process.

V. ATTACHMENTS

- Summary of background investigation report.

VI. PRINCIPAL PARTIES EXPECTED AT MEETING

- Rosa Isela Zambrano Medina – CFO, Association Member, El Tejaban Mexican Restaurant, LLC.
- Miguel Angel Hernandez-Cruz – Manager, Association Member, El Tejaban Mexican Restaurant, LLC.

SUMMARY OF BACKGROUND INVESTIGATION REPORT FOR EL TEJABAN MEXICAN RESTAURANT, LLC, d/b/a EL TEJABAN MEXICAN GRILL

Officers:

Rosa Isela Zambrano Medina, CFO/Association Member
Miguel Angel Hernandez-Cruz, Manager/Association Member

Criminal Histories:

Criminal history checks were conducted on the applicants. In 2011, Miguel Angel Hernandez-Cruz was charged with a misdemeanor for disorderly conduct. Rosa Isela Zambrano is clear of any criminal records/convictions.

Premises:

The property is owned by Richfield Shoppes, LLC. Verification of this purchase has been provided by Hennepin County tax records.

Record of Service Calls:

Being at a new location, there are no records of service calls.

Violations:

Being at a new location, there are no violations for sale of alcohol to underage youth.

Routine Information:

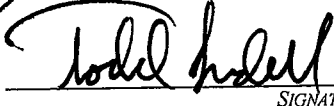
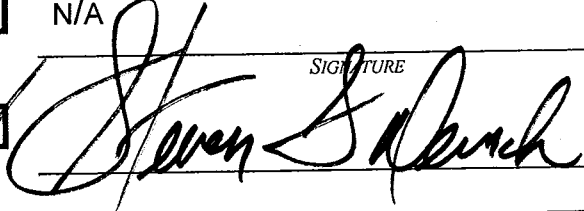
On-sale intoxicating and Sunday liquor licenses, with the optional 2 a.m., require owners of these establishments to comply with Resolution No. 9511, which outlines the discipline they can expect if any ongoing problems occur. A copy of this resolution has been given to the owners of the establishment.

There are no distant requirements to notify neighbors of the issuance of renewal of on-sale intoxicating and Sunday liquor licenses.

The Notice of Public Hearing was published in the Richfield Sun Current on March 06, 2014.



STAFF REPORT
CITY COUNCIL MEETING
MARCH 25, 2014

REPORT PREPARED BY:	BETSY OSBORN, SUPPORT SERVICES MANAGER
	<small>NAME, TITLE</small>
DEPARTMENT DIRECTOR REVIEW:	<input checked="" type="checkbox"/>  <small>SIGNATURE</small>
OTHER DEPARTMENT REVIEW:	<input type="checkbox"/> N/A
REVIEWED BY CITY MANAGER:	<input checked="" type="checkbox"/>  <small>SIGNATURE</small>

ITEM FOR COUNCIL CONSIDERATION:

Public hearing for the consideration of the issuance of a new on-sale intoxicating and Sunday liquor licenses for Lyn 65, LLC, d/b/a Lyn 65 Kitchen & Bar, 6409 Lyndale Avenue South.

I. RECOMMENDED ACTION:
By Motion: Approve the issuance of new on-sale intoxicating and Sunday liquor licenses for Lyn 65, LLC, d/b/a Lyn 65 Kitchen & Bar, 6409 Lyndale Avenue South.

II. EXECUTIVE SUMMARY

On December 20, 2013, the City received the application for new on-sale intoxicating and Sunday liquor licenses for Lyn 65, LLC, d/b/a Lyn 65 Kitchen & Bar.

Lyn 65 Kitchen & Bar is owned under the corporation Lyn 65, LLC. The corporate officers are Bruce Hinks, Ken Clark and Benjamin Rients. Benjamin Rients will act as the on-site manager.

All required information and documents have been provided. All licensing fees have been received.

III. BASIS OF RECOMMENDATION

A. BACKGROUND

On December 20, 2013, The City received the application and other required documents for on-sale intoxicating and Sunday liquor licenses for Lyn 65, LLC, d/b/a Lyn 65 Kitchen & Bar.

The Public Safety background investigation has been completed and reveals the following:

Lyn 65 Kitchen & Bar is owned under the corporation Lyn 65, LLC. The corporate officers are Bruce Hinks, Ken Clark and Benjamin Rients. Benjamin Rients will act as the on-site manager.

The application for the on-sale intoxicating and Sunday liquor licenses will be issued in the name of Lyn 65, LLC.

The applicant has satisfied the following requirements for issuance of a license:

- The required license fees have been paid.
- Real estate taxes are not delinquent.
- Proof of commercial and liquor liability insurance has been received showing Hanover Insurance Companies as affording the coverage.

As a result of this being a new request for an on-sale intoxicating and Sunday liquor license, there is no need for an accountant's statement regarding the food/alcohol ratio.

The Public Safety background investigation has been completed. The results of the investigation are summarized in an attachment to this report. The Public Safety Director has reviewed the background investigation report, and none of the information in the report would cause the Public Safety Director to recommend denial of the license.

On-sale intoxicating and Sunday liquor licenses require owners of these establishments to comply with Resolution No. 9511, which outlines the discipline they can expect if any ongoing problems occur. A copy of this resolution has been given to the owners of the establishment.

There are no distance requirements to notify neighbors of the issuance or renewal of on-sale intoxicating and Sunday liquor licenses.

The Notice of Public Hearing was published in the Richfield Sun Current on March 06, 2014.

B. POLICY

- Richfield City Code Section 1202 requires owners of on-sale intoxicating and Sunday liquor license establishments to comply with all of the provisions of both City Code and State Statutes.

C. CRITICAL TIMING ISSUES

- N/A

D. FINANCIAL

- The required background investigation and licensing fees have been received.

E. LEGAL

- The requirements of Resolution 9511 must be met, which outlines the discipline they can expect if any ongoing problems occur. A copy of this resolution has been given to the owners of the establishment.

F. ENVIRONMENTAL CONSIDERATIONS

- N/A

IV. ALTERNATIVE RECOMMENDATION(S)

- The Council could decide to deny the requested licenses, which would mean the current applicants would not be able to serve on-sale intoxicating and Sunday liquor.
- Schedule the hearing for another date. However, this may delay the licensing process.

V. ATTACHMENTS

- Summary of background investigation report.

VI. PRINCIPAL PARTIES EXPECTED AT MEETING

- Bruce Hinks – Owner, Lyn 65 Kitchen & Bar
- Ken Clark – Owner, Lyn 65 Kitchen & Bar
- Ben Rients – Owner/Manager, Lyn 65 Kitchen & Bar

SUMMARY OF BACKGROUND INVESTIGATION FOR LYN 65, LLC,
d/b/a LYN 65 KITCHEN & BAR

Officers:

Bruce Hinks, President
Ken Clark, Vice-President
Ben Rients, Secretary

Criminal Histories:

Criminal history checks were conducted on the applicants. In 2005, Ben Rients was charged with a misdemeanor for DWI. Bruce Hinks and Ken Clark are clear of any criminal records/convictions.

Premises:

The property is owned by the applicants with a mortgage for the property. The mortgage company on record is Stancorp Mortgage Investors.

Record of Service Calls:

Being a new business, there are no records of service calls.

Violations:

Being a new business, there are no violations for sale of alcohol to underage youth.

Routine Information:

On-sale intoxicating and Sunday liquor licenses require owners of these establishments to comply with Resolution No. 9511, which outlines the discipline they can expect if any ongoing problems occur. A copy of this resolution has been given to the owners of the establishment.

There are no distant requirements to notify neighbors of the issuance of renewal of on-sale intoxicating and Sunday liquor licenses.

The Notice of Public Hearing was published in the Richfield Sun Current on March 06, 2014.


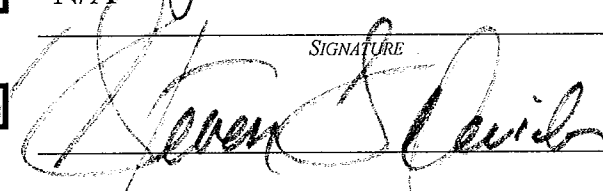


AGENDA SECTION: OTHER BUS.
AGENDA ITEM # 7
REPORT # 72

STAFF REPORT

CITY COUNCIL MEETING

MARCH 25, 2014

REPORT PREPARED BY:	JEFF PEARSON, TRANSPORTATION ENGINEER
	NAME, TITLE
DEPARTMENT DIRECTOR REVIEW:	<input checked="" type="checkbox"/> 
	SIGNATURE
OTHER DEPARTMENT REVIEW:	<input type="checkbox"/> N/A
	SIGNATURE
REVIEWED BY CITY MANAGER:	<input checked="" type="checkbox"/> 
	SIGNATURE

ITEM FOR COUNCIL CONSIDERATION:

Consideration of plan approval for the Penn Avenue and Nicollet Avenue restripe projects including the conversion of both streets from 4-to-3 lanes generally between 67th Street and 75th Street as recommended by the Transportation Commission.

I. RECOMMENDED ACTION:

By Motion: Approve the attached Striping Plans converting Penn Avenue (from 67th Street to 75th Street) and Nicollet Avenue (from 67th Street to 76th Street) to 3 lanes as recommended by the Transportation Commission.

II. EXECUTIVE SUMMARY

Hennepin County will be performing a pavement mill & overlay operation on Penn Avenue and Nicollet Avenue in 2014. As part of the project, County staff allowed the City to propose revisions to the striping configuration that will be completed after the overlay. A three-lane configuration with shoulders for both roadways best met the goals of the community and the standards imposed by the County.

The proposed cross section is for an 11-foot travel lane in each direction, an 11-foot center left turn lane, and 7.5-foot shoulders on each side of the roadway. Narrowing the lanes to 11-feet instead of the current 12-feet will serve as a traffic calming

measure as well as allow for the additional shoulder width. The County has stated that they would maintain the Sunday only parking within this shoulder area. Currently there is Sunday Only Parking allowed on both roads *using* the outside travel lane which is a safety concern.

III. BASIS OF RECOMMENDATION

A. BACKGROUND

- Hennepin County will be performing a mill & overlay operation on Penn Avenue and Nicollet Avenue in 2014. Both roads are categorized as a Minor Arterial with existing traffic volumes averaging less than 12,500 vehicles per day.

Proposed Striping Layout

- County and City staff discussed the possibility of striping the roads in a **three-lane configuration**. As part of the originally proposed three-lane configuration, the County would require that there be No Parking allowed any time. Currently parking is allowed in outside travel lanes on Sunday only.

Public Involvement

- City and County staff held an **Open House on February 19, 2014** for public viewing and discussion of the original proposed striping plan. Although attendance was relatively light, the reaction was **generally positive** but some concerns were raised. A summary of the written comments received is attached. The **biggest concerns** regarding the plans were:
 - Loss of Sunday parking. Specifically on Nicollet Avenue between 71st St. and 72nd St. where it is utilized by church goers.
 - Unease regarding fewer traffic gaps during peak volumes making it difficult to exit a driveway.

Revised Striping Layout

- After public feedback, the City proposed several alternative layouts that would allow some on-street parking in areas that are currently used on Sundays. The County recommended the attached layout as a possible solution to the parking issue.

Transportation Commission

- The Transportation Commission studied and recommended the three lane section option for arterial streets in Richfield in 2009. In 2010 the Commission recommended that the City Council move forward with the implementation of the **Portland Avenue Pilot Project** which converted the road from 4-to-3 lanes and examined its effectiveness after a one year period. **Results of that study** were used by the Commission in their recommendation to **move forward with the conversion of Penn Avenue and Nicollet Avenue** to 3-lane sections.

B. POLICY

- The 2009 Arterial Study identifies Penn Avenue and Nicollet Avenue for reconstruction as three-lane roadways.

C. CRITICAL TIMING ISSUES

- Hennepin County is hoping to complete plans for their mill and overlay projects by the end of March 2014.

D. FINANCIAL

- The cost of the striping will be absorbed by Hennepin County as part of the mill and overlay operation.
- If the City Council determines that either roadway should be converted back to a four-lane section in the future, the cost of restriping would be the responsibility of the City.

E. LEGAL

- The City Attorney will be in attendance to answer any questions.

F. ENVIRONMENTAL CONSIDERATIONS

- N/A

IV. ALTERNATIVE RECOMMENDATION(S)

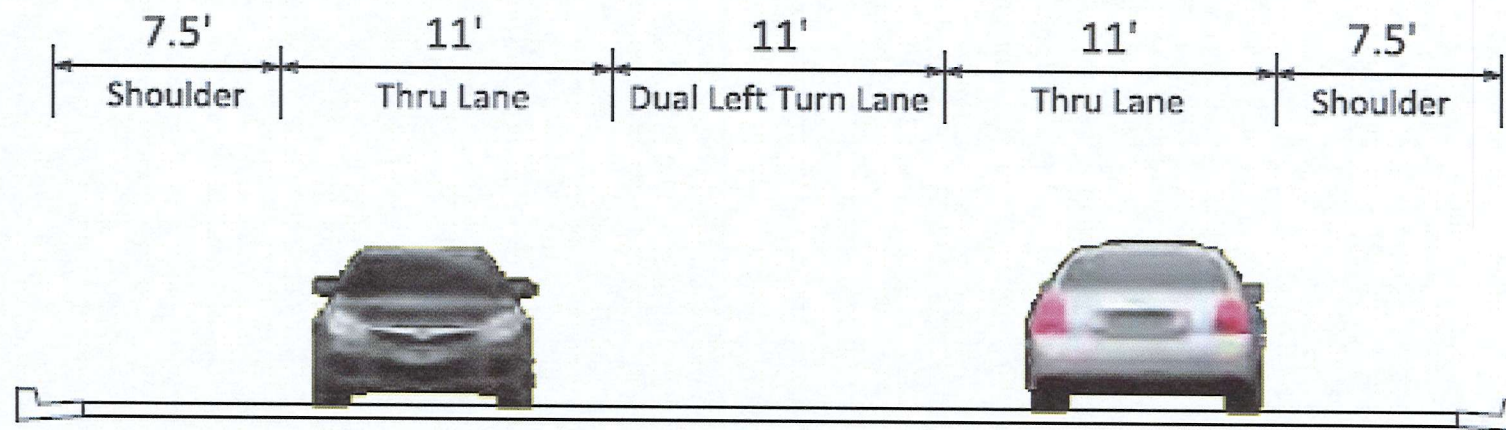
- Council may choose to reject striping changes and ask the County to stripe the roads as they are today.

V. ATTACHMENTS

- Project Striping Layout Plans
- Summary of Comments

VI. PRINCIPAL PARTIES EXPECTED AT MEETING

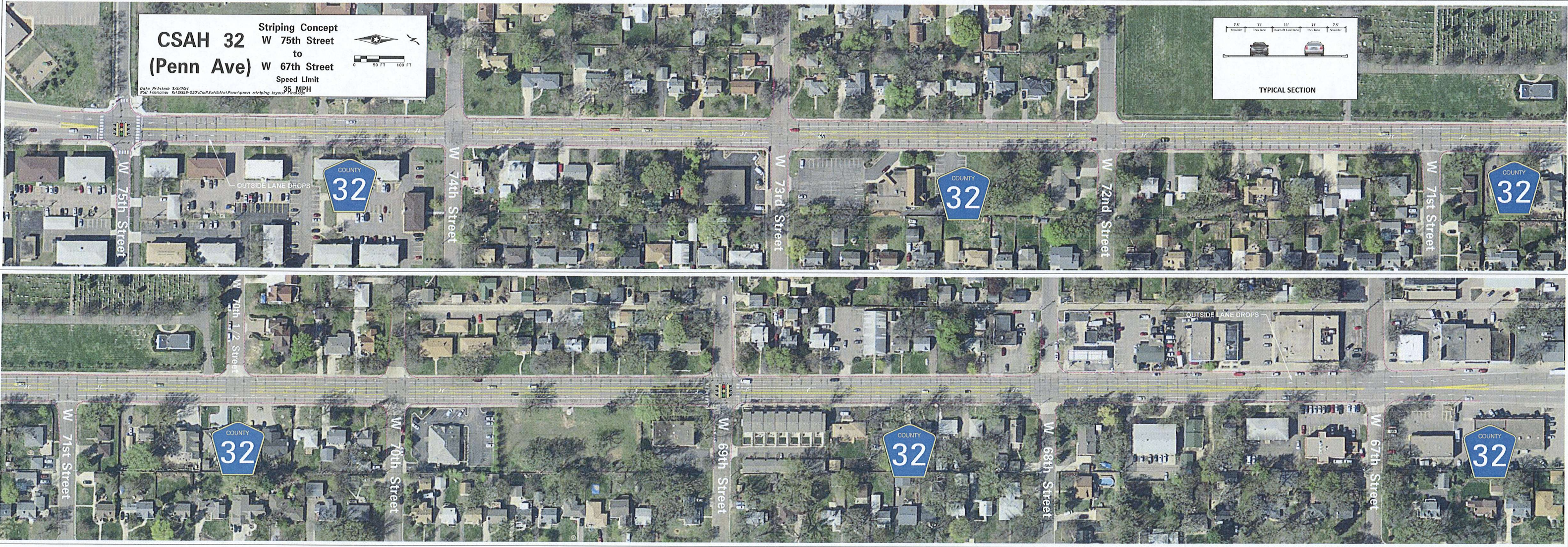
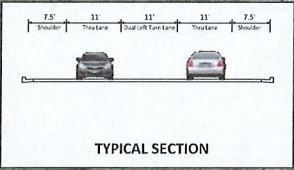
- None



TYPICAL SECTION

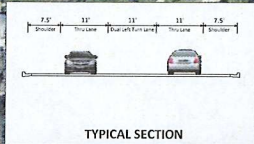
CSAH 32 **Striping Concept**
(Penn Ave) **W 75th Street**
 to
 W 67th Street
 Speed Limit
 35 MPH

Date Printed: 3/1/2014
P&R File Name: K:\0208-030\Cad\Exhibits\Penn\penn_striping_layout_Penn.dwg





CSAH 52 Striping Concept 1
W 77th Street
to
(Nicollet Ave) W 66th Street
Speed Limit
35 MPH



Public Works Department

www.cityofrichfield.org/publicworks

Date: February 24, 2014

4 to 3 Lane Conversions – Penn Avenue and Nicollet Avenue Comments Received at February 19, 2014 Open House

21 people attended the Open House on February 19th.

10 comments were received from the attendees.

Below are the actual comments received:

Resident	Comment
Anonymous	This is an improvement, but Richfield can do much better. The continuous left design has failed to control speed on Portland. For particularly bold drivers, it allows them to illegally pass slower drivers. Consider a design like S. Mpls' Lyndale, which has made traffic slower and safer.
Harlen Skjefte	Yes, re-surface and re-stripe. Reduce speeds, Put in electric signs to monitor speeds.
Anonymous	Reducing the lanes on Penn Ave will create traffic issues for cars trying to access Penn from the side streets. It will also create issues for cars on Penn, as every car making a right turn will cause a slow up. You might get away with reducing the lane on Nicollet Ave, but not from 66 th all the way to 494. That will definitely create access issues, especially south of 76 th Street. The limited access to Menards creates extra traffic pressure on Nicollet due to the only way to go west from Menards is to exit on south frontage and come back to Nicollet Ave.
Anonymous	All for (in favor) of the 3 lane roads. 66 th Street Project needs to be moved up to 2014!!! Also, Richfield needs to be in control of the county highways (Nicollet, 66 th , etc.) The City would do a better job of maintaining them.
Anonymous	Why isn't the shoulder a bike lane?
Deb Skinner 612-869-1030	How are deliveries made to your home? (cabs, pizza delivery, furniture deliver, etc.)
Anonymous	I live at 70 th and Newton Ave S. I am strongly opposed to the proposed 4 into 3 lane for Penn Ave. I believe the change would force north-south traffic more onto nearby north-south residential streets. Please leave the Penn Ave roadway as it is now, and at 35 MPH speed limit.
Anonymous	You should incorporate curb indentations for Sunday parking every other block on Nicollet or put in a few cross walks for pedestrians. Will the library allow parking for sledding, park use, or church parking from across the street.

Anonymous	I think that during rush hour there will be too much traffic for just one lane in each direction.
Anonymous	<p>Portland Ave 3-lane seems to be working fairly well. I can see Penn Ave. as <u>possibly</u> working. But I don't see this configuration working for Nicollet Ave.</p> <ul style="list-style-type: none"> -Sunday Parking would be an issue -High-school and rush-hour traffic on 73rd St. trying to enter or cross Nicollet is difficult already. Worse when 4 lanes are reduced to 2 running lanes- no breaks. -Residents trying to exit driveways (or turn left into them) will be frustrated by non-stop traffic. -67th St. is already a busy area with commercial area traffic, AHA pick-ups/drop-offs/students coming and going, church traffic. AHA is talking about selling their corner to more retail on 66th and 66th and Nicollet. -left turn signals would benefit SB Nic-EB 77th and NB Nic-WB 70th. -Beneficial to have 4 lanes so that when the potholes are bad (which is common), you have room to swerve around them or change lanes to avoid them. -Please don't pay too much attention to numbers and what other communities are doing. Take personal experience and evidence from these particular locations.



STAFF REPORT
CITY COUNCIL MEETING
MARCH 25, 2014

REPORT PREPARED BY:

CHERYL KRUMHOLZ, EXEC.
COORDINATOR

NAME, TITLE

DEPARTMENT DIRECTOR REVIEW:

☐

N/A

SIGNATURE

OTHER DEPARTMENT REVIEW:

☐

N/A

SIGNATURE

REVIEWED BY CITY MANAGER:

☒

Steven S. Church

ITEM FOR COUNCIL CONSIDERATION:

Consideration of an appointment to fill a youth term on a City advisory commission.

I. RECOMMENDED ACTION:

By Motion: Approve the appointment to fill a youth term on a City advisory commission.

II. EXECUTIVE SUMMARY

The Advisory Board of Health, Human Rights Commission and Friendship City Commission have youth members. Terms are effective upon appointment through August 31, 2014. However, the City Council may decide to extend the term to August 31, 2015.

The Human Rights Commission currently does not have any youth member vacancies. There is one youth member opening on the Friendship City Commission and one on the Advisory Board of Health.

An applicant was interviewed at a Special City Council Meeting on March 25, 2014.

III. BASIS OF RECOMMENDATION

A. BACKGROUND

- N/A.

B. POLICY

- The City advisory commissions were established by City ordinance or resolution.
- An interview was conducted at a Special City Council Meeting on March 25, 2014.

C. CRITICAL TIMING ISSUES

- Terms are effective upon appointment through August 31, 2014.
- The City Council may decide to extend the term to August 31, 2015.

D. FINANCIAL

- N/A

E. LEGAL

- The Special City Council Meeting was posted in accordance with the open meeting law requirements.

F. ENVIRONMENTAL CONSIDERATIONS

- N/A

IV. ALTERNATIVE RECOMMENDATION(S)

- The City Council could defer the appointment to a future City Council Meeting.

V. ATTACHMENTS

- Vacancy list.

VI. PRINCIPAL PARTIES EXPECTED AT MEETING

- None.

COMMISSION VACANCIES
YOUTH APPOINTMENTS

FRIENDSHIP CITY COMMISSION – 1 vacancy

_____ August 31, 2014

ADVISORY BOARD OF HEALTH – 1 vacancy

_____ August 31, 2014

The City Council may decide to extend these terms to 2015.

There are no youth term vacancies on the Human Rights Commission.

COMMISSION MEETING DAY/TIME

- *Advisory Board of Health* - meets third Monday, January through June, September and October at 6 p.m.
- *Friendship City Commission* - meets third Thursday of each month at 7 p.m.
- *Human Rights Commission* - meets first Tuesday of each month at 6:30 p.m.